

1-084A006

Union Pacific Corporation



Jack E. Jerrett  
Senior Corporate Attorney

March 22, 1991

FEDERAL EXPRESS

8225-1  
MAR 25 1991 11:15 AM

Mr. Sidney L. Strickland  
Secretary

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

Re: Missouri Pacific Railroad Company  
Equipment Trust Series SS

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of March 18, 1991, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8225.

I have enclosed a fee of \$15. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

*Jack E. Jerrett*

JEJ:ccm  
Enclosures  
cc: Robert E. Bartos

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/25/91

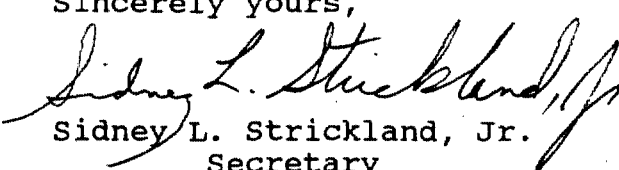
OFFICE OF THE SECRETARY

Jack E. Jerrett  
Senior Corporate Attorney  
Union Pacific Corporation  
Martin Tower Eighth & Eaton Ave.  
Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/25/91 at 11:15am, and assigned recordation number(s). 8225-F

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

*8225-F*  
RECORDED ON                      FILED IN  
MAR 25 1991 -11 15 AM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of March 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on February 27, 1976 and assigned Recordation No. 8225; a Supplemental Lease, dated as of May 3, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on May 12, 1976 and assigned Recordation No. 8225-A; a Supplemental Lease, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8225-B; a Supplemental Lease, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 8225-C; and a Supplemental Agreement, dated as of November 16, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on November 22, 1988 and assigned Recordation No. 8225-E (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment

(the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$14,250,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series SS; and

WHEREAS, on March 1, 1991 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the

Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 18<sup>th</sup> day of MARCH, 1991.

CHEMICAL BANK,  
As Trustee

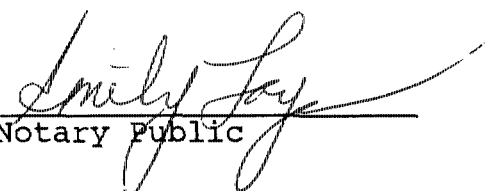
By: R. Lorenzen  
R. LORENZEN SENIOR TRUST OFFICER

Attest:

M. Stein  
M. STEIN TRUST OFFICER

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

On this 18<sup>th</sup> day of MARCH, 1991, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

  
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Notary Public

EMILY FAYAN  
Notary Public, State of New York  
No. 24-4737006  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires December 31, 1991

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST SERIES NO. SS  
AGREEMENT DATED MARCH 1, 1976

151 70 TON BOX CARS

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MP253450  
MP253452  
MP253454--MP253455, INCLUSIVE  
MP253459  
MP253461--MP253462, INCLUSIVE  
MP253464--MP253465, INCLUSIVE  
MP253467  
MP253470--MP253474, INCLUSIVE  
MP253476--MP253477, INCLUSIVE  
MP253479  
MP253483  
MP253485  
MP253491  
MP253493--MP253495, INCLUSIVE  
MP253499--MP253500, INCLUSIVE  
MP253502--MP253503, INCLUSIVE  
MP253505  
MP253507  
MP253510  
MP253512--MP253515, INCLUSIVE  
MP253517--MP253519, INCLUSIVE  
MP253522  
MP253524--MP253526, INCLUSIVE  
MP253528--MP253531, INCLUSIVE  
MP253533--MP253535, INCLUSIVE  
MP253541  
MP253543--MP253544, INCLUSIVE  
MP253546  
MP253549  
MP253554--MP253558, INCLUSIVE  
MP253560  
MP253562--MP253564, INCLUSIVE  
MP253567--MP253568, INCLUSIVE  
MP253570--MP253571, INCLUSIVE  
MP253577  
MP253579  
MP253581  
MP253587  
MP253591  
MP253593  
MP253596--MP253597, INCLUSIVE  
MP253600  
MP253603  
MP253608--MP253614, INCLUSIVE

MP253616  
MP253618  
MP253620  
MP253623--MP253625, INCLUSIVE  
MP253628--MP253630, INCLUSIVE  
MP253632--MP253633, INCLUSIVE  
MP253635--MP253636, INCLUSIVE  
MP253638--MP253641, INCLUSIVE  
MP253643--MP253644, INCLUSIVE  
MP253646  
MP253648  
MP253650  
MP253655--MP253660, INCLUSIVE  
MP253664  
MP253666  
MP253668  
MP253670  
MP253673--MP253674, INCLUSIVE  
MP253677  
MP253682  
MP253684--MP253685, INCLUSIVE  
MP253690--MP253691, INCLUSIVE  
MP253695  
MP253697  
MP253702  
MP253704--MP253705, INCLUSIVE  
MP253709--MP253710, INCLUSIVE  
MP253713  
MP253715  
MP253719  
MP253723  
MP253725--MP253726, INCLUSIVE  
MP253728--MP253730, INCLUSIVE  
MP253732--MP253734, INCLUSIVE  
MP253738  
MP253746--MP253749, INCLUSIVE

183 100 TON BOX CARS

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MP266350--MP266353, INCLUSIVE  
MP266355--MP266390, INCLUSIVE  
MP266392--MP266414, INCLUSIVE  
MP266416  
MP266418--MP266424, INCLUSIVE  
MP266426--MP266428, INCLUSIVE  
MP266430--MP266438, INCLUSIVE  
MP266440--MP266446, INCLUSIVE  
MP266448--MP266449, INCLUSIVE  
MP266451--MP266454, INCLUSIVE  
MP266456  
MP266458--MP266467, INCLUSIVE  
MP266469--MP266506, INCLUSIVE  
MP266508  
MP266510--MP266526, INCLUSIVE  
MP266528--MP266544, INCLUSIVE  
MP266546--MP266547, INCLUSIVE  
MP266549



2 100 TON OPEN HOPPER CARS  
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MP582468--MP582469, INCLUSIVE

2 BAY WINDOW CABOOSSES  
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MP13888--13889, INCLUSIVE

2 100 TON AIRSLIDE HOPPER CARS  
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MP721985--MP721986, INCLUSIVE

2 4000 HP LOCOMOTIVES  
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MP9271--MP9272, INCLUSIVE